

**STATE OF LOUISIANA
SOWELA TECHNICAL COMMUNITY COLLEGE
AGENCY REQUEST FOR QUOTE**

PURCHASING AGENT: Susan Tucek

EMAIL: susan.tucek@sowela.edu

BID NUMBER

80880

BID OPENING DATE/TIME: 01/29/24 10:00 AM		PRE-BID SITE VISIT 12/21/23 & 01/11/24 10:00 AM			
VENDOR NAME EMAIL: SIGNATURE:		DELIVER BID BEFORE OPENING DATE/TIME TO: SOWELA TECHNICAL COMMUNITY COLLEGE SUSAN TUCEK 3820 SEN J B JOHNSTON AVENUE LAKE CHARLES, LA 70615 INVOICE TO: ACCOUNTS PAYABLE SOWELA TECHNICAL COMMUNITY COLLEGE PO BOX 16950 LAKE CHARLES, LA 70616-6950			
DATE:					
LINE NO	COMMODITY/SERVICE DESCRIPTION	QUANTITY ORDERED	UNIT	UNIT PRICE	EXTENDED AMOUNT
1	REMOVAL & REPLACEMENT OF 38 FAN COIL UNITS, CONTROLS, CONDENSATE PUMPS & ACCESSORIES. MODIFICATION OF EXISTING DUCTWORK IN SOME AREA. REPLACEMENT OF EXISTING CONDENSATE DRAIN PIPING THROUGHOUT THE BUILDING. REMOVAL OF ALL EXISTING PNEUMATIC CONTROLS & UPGRADE TO DDC CONTROLS. MINOR REPAIRS TO EXHAUST FAN SYSTEMS. REPLACEMENT OF LIGHTING IN MECHANICAL SPACES TO LED. CLEANING & INSPECTING ELECTRICAL PANELS IN THE MECHANICAL ROOMS.	1	JOB		
2	BUILDING REPAIRS & REPLACEMENT OF INTERIOR FLOORING, CEILING & WALL SECTIONS AS NEEDED TO COMPLETE THE HVAC SCOPE. BID DRAWINGS & SPECIFICATIONS AVAILABLE VIA EMAIL REQUEST	1	JOB		
BID BOND WILL BE REQUIRED					
LOUISIANA CONTRACTORS LICENSE #					
TOTAL BID					



INSTRUCTIONS TO BIDDERS

1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.
2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES, OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALIZED BY THE BIDDER.
3. THIS BID IS TO BE MANUALLY SIGNED IN INK.
4. AMOUNT OF BID SECURITY REQUIRED: 5% OF TOTAL BID (SEE NO. 34)
5. AMOUNT OF PERFORMANCE AND PAYMENT BOND REQUIRED: 100% OF TOTAL BID (SEE NO. 42)
6. DESIRED DELIVERY DATE: DECEMBER 15, 2019
7. TO ASSURE CONSIDERATION OF YOUR BID, **ALL BIDS AND ADDENDA SHOULD BE RETURNED IN A SEALED ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE BID OPENING DATE, THE BID NUMBER AND THE CONTRACTOR'S LICENSE NUMBER TO: SUSAN TUCEK, 3820 SEN J BENNETT JOHNSTON AVE, LAKE CHARLES, LA 70615 .**
8. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.
9. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS AND SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR. (SEE NO. 25) ALL BID INFORMATION SHALL BE MADE WITH INK OR TYPEWRITTEN.
10. ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE PURCHASING AGENT AT THE **EMAIL ADDRESS** SHOWN ON THE INVITATION TO BID.
11. BID FORMS.
ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED. BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:
 - A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND;
 - B. BID FILLED OUT IN PENCIL
 - C. BID NOT SUBMITTED ON SOWELA TECHNICAL COMMUNITY COLLEGE'S STANDARD FORMS.

BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED. EMAIL ALTERATIONS TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED FORMAL BID AND WRITTEN ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING TIME. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT BID.

12. **STANDARDS OF QUALITY**
ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.
13. **DESCRIPTIVE INFORMATION**
BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR SOWELA TECHNICAL COMMUNITY COLLEGE TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DOES NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.
14. **BID OPENING**
BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING SOWELA TECHNICAL COMMUNITY COLLEGE DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.
15. **PRICES**
UNLESS OTHERWISE SPECIFIED BY SOWELA TECHNICAL COMMUNITY COLLEGE IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED.
16. **DELIVERIES**
THE SUCCESSFUL BIDDER WILL PROVIDE A DELIVERY CONSTRUCTION SCHEDULE. SUBMIT WITHIN FIFTEEN (15) DAYS AFTER THE DATE ESTABLISHED "COMMENCEMENT OF THE WORK".
17. **COMPLETION TIME AND NOTICE TO PROCEED**
THE BIDDER HEREBY AGREES TO COMMENCE WORK UNDER THIS CONTRACT ON A DATE SPECIFIED IN A WRITTEN "NOTICE TO PROCEED" BY THE COLLEGE AND TO FULLY COMPLETE THE PROJECT NO LATER THAN JUNE 30, 2024.
18. **TAXES**
IN ACCORDANCE WITH APPLICABLE RULES ADOPTED AND PROMULGATED BY THE LOUISIANA DEPARTMENT OF REVENUE, THE OWNER SHALL DESIGNATE THE CONTRACTORS AND ALL SUBCONTRACTORS AS ITS AGENTS FOR THE PURCHASE AND LEASE FOR MATERIALS, SUPPLIES OR AGENCY DESIGNATION. THE DESIGNATION AND ACCEPTANCE THEREOF SHALL BE MADE ON THE FORM PRESCRIBED BY THE LOUISIANA DEPARTMENT OF REVENUE WHICH FORM SHALL BE PART OF THE CONTRACT BETWEEN THE OWNER AND THE CONTRACTOR. THE AGENCY RELATIONSHIP BETWEEN THE OWNERS AND THE CONTRACTORS AND SUBCONTRACTORS SHALL RELIEVE THE CONTRACTORS AND SUBCONTRACTORS (1) FROM PAYING STATE AND/OR LOCAL SALES OR STATE OR LOCAL USE TAXES ON MATERIALS, SUPPLIES, OR EQUIPMENT WHICH IS AFFIXED TO AND/OR MADE A PART OF THE REAL ESTATE OF THE PROJECT OR WORK WHICH IS PERMANENTLY INCORPORATED INTO THE PROJECT OR WORK AND (2) FROM PAYING ANY STATE OR LOCAL USE TAXES ON ANY MATERIALS, SUPPLIES, OR EQUIPMENT WHICH IS LEASED AND USED EXCLUSIVELY FOR THE PROJECT OR WORK. ACCORDINGLY, IN PREPARING THEIR BIDS AND COMPUTING COSTS THE CONTRACTOR AND SUBCONTRACTOR SHALL NOT CONSIDER SALES AND/OR USE TAXES WHICH WOULD OTHERWISE BE DUE. THE OWNER SHALL FURNISH TO THE CONTRACTOR AND SUBCONTRACTORS ITS CERTIFICATE OF SALES/USE TAX EXEMPTIONS/EXCLUSION ON THE FORM PRESCRIBED BY THE LOUISIANA DEPARTMENT OF REVENUE. CONTRACTOR AND

SUBCONTRACTORS SHALL FURNISH A COPY OF SUCH CERTIFICATE TO ALL VENDORS OR SUPPLIERS OF ANY OF THE MATERIALS, SUPPLIES, OR EQUIPMENT DESCRIBED ABOVE.

VENDOR IS RESPONSIBLE FOR INCLUDING ALL OTHER APPLICABLE TAXES IN THE BID PRICES

19. NEW PRODUCTS

UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.

20. CONTRACT CANCELLATION

SOWELA TECHNICAL COMMUNITY COLLEGE HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.

21. DEFAULT OF CONTRACTOR

FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATIONS OF THE CONTRACT. WHERE SOWELA TECHNICAL COMMUNITY COLLEGE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, SOWELA TECHNICAL COMMUNITY COLLEGE RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.

22. APPLICABLE LAW

ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

23. COMPLIANCE WITH CIVIL RIGHTS LAWS

BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

24. SPECIAL ACCOMMODATION.

ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NO LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THE NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.

25. SIGNATURE AUTHORITY

L.R.S. 39:1594(C)(4) REQUIRES EVIDENCE OF AUTHORITY TO SIGN AND SUBMIT BIDS TO THE STATE OF LOUISIANA. **BIDDER IS TO DETERMINE WHICH OF THE FOLLOWING APPLIES AND MUST SUBMIT A COPY OF THE APPLICABLE SIGNATURE AUTHORITY DOCUMENT WITH BID.**

(a) THE SIGNATURE ON THE BID IS THAT OF ANY CORPORATE OFFICER LISTED ON THE MOST CURRENT ANNUAL REPORT ON FILE WITH THE SECRETARY OF STATE, OR OF ANY MEMBER OF A PARTNERSHIP OR PARTNERSHIP IN COMMENDAMS LISTED IN THE MOST CURRENT

PARTNERSHIP RECORDS ON FILE WITH THE SECRETARY OF STATE. IF THIS APPLIES, A COPY OF THE ANNUAL REPORT OR PARTNERSHIP RECORD SHOULD BE SUBMITTED WITH BID.

(b) THE SIGNATURE ON THE BID IS THAT OF AN AUTHORIZED REPRESENTATIVE OF THE CORPORATION, PARTNERSHIP, OR OTHER LEGAL ENTITY AS EVIDENCED BY A CORPORATE RESOLUTION, CERTIFICATION AS TO THE CORPORATE PRINCIPAL, ETC. IF THIS APPLIES, A COPY OF THE RESOLUTION, CERTIFICATION, OR OTHER SUPPORTIVE DOCUMENTS MUST BE SUBMITTED WITH BID.

(c) THE CORPORATION, PARTNERSHIP, OR OTHER LEGAL ENTITY HAS FILED IN THE APPROPRIATE RECORDS OF THE SECRETARY OF STATE IN WHICH THE PUBLIC ENTITY IS LOCATED, AN AFFIDAVIT, RESOLUTION, OR OTHER ACKNOWLEDGED OR AUTHENTIC DOCUMENT INDICATING THE NAMES OF ALL PARTIES AUTHORIZED TO SUBMIT BIDS FOR PUBLIC CONTRACTS. IF THIS APPLIES, A COPY OF THE APPLICABLE DOCUMENT MUST BE SUBMITTED WITH BID.

26. CERTIFICATION OF NO SUSPENSION OR DEBARMENT

BY SIGNING AND SUBMITTING ANY BID FOR \$25,000 OR MORE, THE BIDDER CERTIFIES THAT THEIR COMPANY, ANY SUBCONTRACTORS, OR PRINCIPALS ARE NOT SUSPENDED OR DEBARRED BY THE GENERAL SERVICES ADMINISTRATION (GSA) IN ACCORDANCE WITH THE REQUIREMENTS IN OMB CIRCULAR A-133. A LIST OF PARTIES WHO HAVE BEEN SUSPENDED OR DEBARRED CAN BE VIEWED VIA THE INTERNET AT [HTTP://WWW.SAM.GOV](http://www.sam.gov).

27. R.S. 39:2192 PROVISIONS

IN AWARDING CONTRACTS AFTER AUGUST 15, 2010, ANY PUBLIC ENTITY IS AUTHORIZED TO REJECT A PROPOSAL OR BID FROM, OR NOT AWARD THE CONTRACT TO, A BUSINESS IN WHICH ANY INDIVIDUAL WITH AN OWNERSHIP INTEREST OF FIVE PERCENT OR MORE, HAS BEEN CONVICTED OF, OR HAS ENTERED A PLEA OF GUILTY OR NOLO CONTENDERE TO ANY STATE FELONY OR EQUIVALENT FEDERAL FELONY CRIME COMMITTED IN THE SOLICITATION OR EXECUTION OF A CONTRACT OR BID AWARDED UNDER LAWS GOVERNING PUBLIC CONTRACTS UNDER THE PROVISIONS OF CHAPTER 10 OF TITLE 38 OF THE LOUISIANA REVISED STATUTES OF 1950, PROFESSIONAL, PERSONAL, CONSULTING, AND SOCIAL SERVICES PROCUREMENT UNDER THE PROVISIONS OF CHAPTER 16 OF TITLE 39, OR THE LOUISIANA PROCUREMENT CODE UNDER THE PROVISIONS OF CHAPTER 17 OF TITLE 39.

28. NO THIRD PARTY FINANCING

NO PUBLIC ENTITY SHALL ENTER INTO A PUBLIC WORKS CONTRACT WITH A CONTRACTOR WHO FINANCES THE PROJECT.

29. PUBLICIZING AWARDS

IN ACCORDANCE WITH L. A. C. 34:I.535, UNSUCCESSFUL BIDDERS WILL BE NOTIFIED OF THE AWARD PROVIDED THAT THEY SUBMIT WITH THEIR BID A SELF-ADDRESSED STAMPED ENVELOPE REQUESTING THIS INFORMATION.

30. BIDDER INQUIRIES

SOWELA TECHNICAL COMMUNITY COLLEGE SHALL NOT AND CANNOT PERMIT AN OPEN-ENDED INQUIRY PERIOD, AS THIS CREATES AN UNWARRANTED DELAY IN THE PROCUREMENT CYCLE AND OPERATIONS OF THE COLLEGE. SOWELA REASONABLY EXPECTS AND REQUIRES RESPONSIBLE AND INTERESTED BIDDERS TO CONDUCT THEIR IN-DEPTH BID REVIEW AND SUBMIT INQUIRIES IN A TIMELY MANNER.

AN INQUIRY PERIOD IS HEREBY FIRMLY SET FOR ALL INTERESTED BIDDERS TO PERFORM A DETAILED REVIEW OF THE BID DOCUMENTS AND TO SUBMIT ANY WRITTEN INQUIRIES RELATIVE THERETO. WITHOUT EXCEPTION, ALL INQUIRIES MUST BE SUBMITTED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF THE BIDDER, CLEARLY CROSS REFERENCED TO THE RELEVANT BID SECTION. ALL INQUIRIES MUST BE RECEIVED BY THE CLOE OF BUSINESS TEN DAYS PRIOR TO THE BID OPENING DATE. ONLY THOSE INQUIRIES RECEIVED BY THE ESTABLISHED DEADLINE SHALL BE CONSIDERED BY THE COLLEGE. INQUIRIES RECEIVED AFTER THE ESTABLISHED DEADLINE SHALL NOT BE ENTERTAINED.

INQUIRIES CONCERNING THIS BID MAY BE DELIVERED BY MAIL, COURIER, E-MAIL OR HAND TO:

SOWELA TECHNICAL COMMUNITY COLLEGE
ATTENTION; SUSAN TUCEK
3820 SEN J BENNETT JOHNSTON AVENUE
CHARLESTON BUILDING /BUSINESS OFFICE
LAKE CHARLES, LA 70615

EMAIL: susan.tucek@sowela.edu
CC: cathy.liles@sowela.edu

AN ADDENDUM WILL BE ISSUED AND POSTED AT THE OFFICE OF STATE PURCHASING LAPAC* WEBSITE TO ADDRESS ALL INQUIRIES RECEIVED AND ANY OTHER CHANGES OR CLARIFICATIONS TO THE BID. THEREAFTER, ALL BID DOCUMENTS, INCLUDING BUT NOT LIMITED TO THE SPECIFICATIONS, TERMS, CONDITIONS, PLANS, ETC., WILL STAND AS WRITTEN AND/OR AMENDED BY ANY ADDENDUM. **NO NEGOTIATIONS, DECISIONS, OR ACTIONS SHALL BE EXECUTED BY ANY BIDDER AS A RESULT OF ANY ORAL DISCUSSIONS WITH ANY SOWELA TECHNICAL COMMUNITY COLLEGE EMPLOYEE OR CONSULTANT.** IT IS THE BIDDER'S RESPONSIBILITY TO CHECK THE LAPAC WEBSITE FREQUENTLY FOR ANY POSSIBLE ADDENDA THAT MAY BE ISSUED. THE COLLEGE IS NOT RESPONSIBLE FOR A BIDDER'S FAILURE TO DOWNLOAD ANY ADDENDA DOCUMENTS REQUIRED TO COMPLETE THE BID.

*NOTE: LAPAC IS THE STATE'S ONLINE ELECTRONIC BID POSTING AND NOTIFICATION SYSTEM RESIDENT ON STATE PURCHASING'S WEBSITE (WWW.DOA.LOUISIANA.GOV/QSP) AND IS AVAILABLE FOR VENDOR SELF-ENROLLMENT. IN THAT LAPAC PROVIDES AN IMMEDIATE E-MAIL NOTIFICATION TO SUBSCRIBING BIDDERS THAT A SOLICITATION AND ANY SUBSEQUENT ADDENDA HAVE BEEN LET AND POSTED, NOTICE AND RECEIPT THEREOF IS CONSIDERED FORMALLY GIVEN AS OF THEIR RESPECTIVE DATES OF POSTING.

31. ONE-TIME, PRE-BID MEETING

YOU CAN CHOOSE WHICH ONE-TIME, PRE-BID MEETING TO ATTEND. IF CONTRACTOR FINDS CONDITIONS THAT DISAGREE WITH THE PHYSICAL LAYOUT AS DESCRIBED IN THE SOLICITATION, OR THAT APPEAR TO BE IN ERROR, SAME SHALL BE BROUGHT TO THE ATTENTION OF THE PURCHASING DEPARTMENT OF SOWELA TECHNICAL COMMUNITY COLLEGE IMMEDIATELY AND NO LATER THAN 7 DAYS PRIOR TO BID OPENING.

TO GET DIRECTIONS OR ADDITIONAL INFORMATION, PLEASE CONTACT ADAM REED @ (337) 794-7343 OR ADAM.REED@SOWELA.EDU

WHERE: STCC, CHARLESTON CONFERENCE RM, 3820 SEN J BENNETT JOHNSTON AVE, LAKE CHARLES, LA

DATE/TIME: DECEMBER 21, 2023 AT 10:00 AM OR JANUARY 11, 2023 AT 10 AM

32. BIDS

UNLESS OTHERWISE SPECIFIED, A LUMP SUM BID IS REQUESTED FOR THE WORK SHOWN ON PLANS AND/OR IN SPECIFICATIONS.

33. CONTRACTOR'S LICENSE

IN ACCORDANCE WITH R.S. 37:2163A, ON ANY BID SUBMITTED IN THE AMOUNT OF \$50,000 OR MORE, THE CONTRACTOR SHALL CERTIFY THAT HE IS LICENSED FOR THE CLASSIFICATION OF BUILDING CONSTRUCTION AND MUST SHOW THE CONTRACTOR LICENSE NUMBER AND THE BID NUMBER ON THE FRONT PORTION OF THE BID ENVELOPE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING ALL SUB-CONTRACTORS OR PROSPECTIVE SUBCONTRACTORS ARE DULY LICENSED IN ACCORDANCE WITH THE STATUTE ABOVE. BIDS SHALL BE ACCEPTED FROM CONTRACTORS WHO ARE LICENSED UNDER LA. R.S. 37:2150-2192 FOR THE CLASSIFICATION OF GENERAL BUILDING CONSTRUCTION. BIDDER IS REQUIRED TO COMPLY WITH PROVISIONS AND REQUIREMENTS OF LA R.S. 38:2212(B)(5). NO BID MAY BE WITHDRAWN FOR A PERIOD OF FORTY-FIVE (45) DAYS AFTER RECEIPT OF BIDS, EXCEPT UNDER THE PROVISIONS OF LA R.S. 38:2214.

34. BID SECURITY

EACH BIDDER MUST ACCOMPANY HIS/HER BID WITH A BID SECURITY OF FIVE PERCENT (5%) OF THE TOTAL MAXIMUM AMOUNT OF HIS/HER BID. THE BID SECURITY SHALL BE DRAWN IN FAVOR OF SOWELA TECHNICAL COMMUNITY COLLEGE AND SHALL BE IN THE FORM OF A BID BOND (INSURANCE COMPANY), BANK MONEY ORDER, CERTIFIED CHECK OR CASHIER'S CHECK. IT SHALL BECOME THE PROPERTY OF THE OWNER IN THE EVENT THE CONTRACT AND ANY PERFORMANCE BOND ARE NOT EXECUTED WITHIN THE TIME SET FORTH. BID BOND SHALL BE WRITTEN BY A SURETY OR INSURANCE COMPANY CURRENTLY ON THE US DEPARTMENT OF THE TREASURY FINANCIAL MANAGEMENT SERVICE LIST OF APPROVED BONDING COMPANIES WHICH IS PUBLISHED ANNUALLY IN THE FEDERAL REGISTER, OR BY A LOUISIANA DOMICILED INSURANCE COMPANY WITH AT LEAST AN "A-" RATING IN THE LATEST PRINTING OF THE AM BEST'S KEY RATING GUIDE TO WRITE INDIVIDUAL BONDS UP TO TEN PERCENT (10%) OF POLICY HOLDERS' SURPLUS AS SHOWN IN THE AM BEST'S KEY RATING GUIDE.

35. BIDDER'S REPRESENTATION

IN MAKING HIS BID, EACH BIDDER REPRESENTS THAT: HE HAS READ AND UNDERSTANDS THE BID DOCUMENTS AND HIS BID IS MADE IN ACCORDANCE HEREWITH; HE HAS VISITED THE SITE AND HAS FAMILIARIZED HIMSELF WITH THE LOCAL CONDITIONS UNDER WHICH THE WORK IS TO BE PERFORMED; AND HIS BID IS BASED UPON THE SPECIFICATIONS DESCRIBED IN THE BID DOCUMENTS WITHOUT EXCEPTION.

36. BID WITHDRAWAL

THE CONTRACTOR AGREES THAT THIS BID SHALL BE GOOD AND MAY NOT BE WITHDRAWN FOR A PERIOD OF THIRTY (30) CALENDAR DAYS AFTER THE BID OPENING EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF R.S. 38:2214C. THIS BID MAY BE WITHDRAWN AT ANY TIME PRIOR TO THE SCHEDULED TIME FOR THE OPENING OF BIDS OR ANY AUTHORIZED POSTPONEMENT THEREOF.

37. REJECTION OF BIDS

THE CONTRACTOR UNDERSTANDS THAT SOWELA TECHNICAL COMMUNITY COLLEGE RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND TO WAIVE ANY INFORMALITY OR IRREGULARITY IN ANY BID RECEIVED. IN ADDITION, THE BIDDER RECOGNIZES THE RIGHT OF THE COLLEGE TO REJECT A BID IF THE BIDDER FAILED TO FURNISH ANY REQUIRED BID SECURITY, OR TO SUBMIT THE DATA REQUIRED BY THE BIDDING DOCUMENTS, OR IF THE BID IS IN ANY WAY INCOMPLETE OR IRREGULAR.

38. CANCELLATION

SOWELA TECHNICAL COMMUNITY COLLEGE RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH THIRTY (30) DAYS WRITTEN NOTICE.

39. AFFIDAVIT

SUCCESSFUL CONTRACTOR SHALL BE REQUIRED TO EXECUTE AN AFFIDAVIT ATTESTING "THAT PUBLIC CONTRACT WAS NOT SECURED THROUGH EMPLOYMENT OR PAYMENT OF SOLICITOR" IN COMPLIANCE WITH TITLE 38, SECTION 2224.

40. CONTRACT

IF THE BIDDER IS NOTIFIED OF THE ACCEPTANCE OF THE BID WITHIN THIRTY (30) DAYS OF THE OPENING OF BIDS, HE AGREES TO EXECUTE A CONTRACT IN THE STANDARD CONTRACT FORM CURRENTLY USED BY THE OWNER. THE BIDDER AGREES TO FILE THE CONTRACT WITH THE CLERK OF COURT IN THE PARISH IN WHICH THE WORK IS TO BE PERFORMED AND TO DELIVER TO THE COLLEGE THE EXECUTED CONTRACT AND RECEIPT FOR FILING SAME WITHIN A PERIOD OF FOURTEEN (14) DAYS AFTER NOTICE FROM THE OWNER THAT THE INSTRUMENT IS READY FOR SIGNATURE.

41. CHANGES IN THE WORK

A CHANGE ORDER IS A WRITTEN ORDER TO THE CONTRACTOR SIGNED BY THE COLLEGE, ISSUED AFTER EXECUTION OF THE CONTRACT, AUTHORIZING A CHANGE IN THE WORK OR AN ADJUSTMENT IN THE CONTRACT SUM OR THE CONTRACT TIME. THE CONTRACT SUM AND THE CONTRACT TIME MAY BE CHANGED ONLY BY CHANGE ORDER. A CHANGE ORDER SIGNED BY THE CONTRACTOR INDICATES HIS AGREEMENT THEREWITH, INCLUDING THE ADJUSTMENT IN THE CONTRACT SUM OR THE CONTRACT TIME. ANY CHANGE ORDER NOT SIGNED BY THE OWNER WILL BE CONSIDERED NULL AND VOID.

THE COLLEGE, WITHOUT INVALIDATING THE CONTRACT, MAY ORDER CHANGES IN THE WORK WITHIN THE GENERAL SCOPE OF THE CONTRACT CONSISTING OF ADDITIONS, DELETIONS OR OTHER REVISIONS, THE CONTRACT SUM AND THE CONTRACT TIME BEING ADJUSTED ACCORDINGLY. ALL SUCH CHANGES IN THE WORK SHALL BE AUTHORIZED BY CHANGE ORDER, AND SHALL BE PERFORMED UNDER THE APPLICABLE CONDITIONS OF THE CONTRACT DOCUMENTS.

ANY CHANGE ORDER IN EXCESS OF THE CONTRACT LIMIT AS DEFINED HEREIN SHALL BE LET OUT FOR PUBLIC BID. THE TERM CONTRACT LIMIT AS USED HEREIN SHALL BE EQUAL TO THE SUM OF \$150,000 PER PROJECT. WHEN THE CHANGE ORDER IS NEGOTIATED, IT SHALL BE FULLY DOCUMENTED AND ITEMIZED AS TO COST, INCLUDING MATERIAL QUANTITIES, MATERIAL COSTS, INSURANCE, EMPLOYEE BENEFITS, OTHER RELATED COSTS, PROFIT AND OVERHEAD. WHERE CERTAIN UNIT PRICES ARE CONTAINED IN THE INITIAL CONTRACT, NO DEVIATION SHALL BE ALLOWED IN COMPUTING NEGOTIATED CHANGE ORDER COST.

42. PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

THE CONTRACTOR SHALL FURNISH WITH HIS EXECUTED CONTRACT, A PERFORMANCE BOND FOR ONE HUNDRED PERCENT (100%) OF THE AMOUNT OF THE CONTRACT FOR THE FAITHFUL PERFORMANCE OF HIS CONTRACT, AND A LABOR AND MATERIAL BOND FOR ONE HUNDRED PERCENT (100%) OF THE AMOUNT OF THE CONTRACT FOR THE PAYMENT OF ALL PERSONS

PERFORMING LABOR ON THE PROJECT UNDER THE CONTRACT AND FURNISHING MATERIALS IN CONNECTION WITH THE CONTRACT. THE PERFORMANCE BOND WILL BE SECURED BY A SURETY OR INSURANCE COMPANY CURRENTLY ON THE U.S. DEPARTMENT OF THE TREASURY FINANCIAL MANAGEMENT SERVICE LIST OF APPROVED BONDING COMPANIES WHICH IS PUBLISHED ANNUALLY IN THE FEDERAL REGISTER, OR BY A LOUISIANA DOMICILED INSURANCE COMPANY WITH AT LEAST AN A- RATING IN THE LATEST PRINTING OF THE A.M. BEST'S KEY RATING GUIDE TO WRITE INDIVIDUAL BONDS UP TO TEN PERCENT (10%) OF POLICYHOLDER'S SURPLUS AS SHOWN IN THE A.M. BEST'S KEY RATING GUIDE, OR BY AN INSURANCE COMPANY THAT IS EITHER DOMICILED IN LOUISIANA OR OWNED BY LOUISIANA RESIDENTS AND IS LICENSED TO WRITE SURETY BONDS. IN ADDITION, THE BOND SHALL BE WRITTEN BY A SURETY OR INSURANCE COMPANY THAT IS CURRENTLY LICENSED TO DO BUSINESS IN THE STATE OF LOUISIANA.

43. **RECORDATION CERTIFICATE**
CONTRACTOR SHALL UPON RECEIPT OF EXECUTED CONTRACT, BOND AND PURCHASE ORDER, RECORD CONTRACT AND BOND WITH THE CLERK OF COURT IN THE PARISH IN WHICH THE WORK IS TO BE PERFORMED, OBTAIN A CERTIFICATE OF RECORDATION FROM THE CLERK OF COURT AND DELIVER THIS CERTIFICATE, THE EXECUTED CONTRACT AND A PERFORMANCE AND PAYMENT BOND TO THE SOWELA TECHNICAL COMMUNITY COLLEGE PURCHASING DEPARTMENT WITHIN A PERIOD OF FOURTEEN (14) DAYS. THE EXPENSE FOR THIS IS THE RESPONSIBILITY OF THE CONTRACTOR.
44. **PERMITS, LICENSES, AND LAWS**
THE CONTRACTOR SHALL FURNISH ALL NECESSARY PERMITS, LICENSES, AND CERTIFICATES AND COMPLY WITH ALL LAWS OR ORDINANCES APPLICABLE TO THE LOCALITY OF THE BUILDING SITE AND THE STATE OF LOUISIANA.
45. **FINAL CLEAN UP**
THE SCOPE OF WORK INCLUDES LABOR, MATERIALS, AND SERVICES REQUIRED TO PRODUCE A COMPLETED INSTALLTION WHICH IS ACCEPTABLE TO THE COLLEGE.

BEFORE THIS CONTRACT IS ACCEPTABLE AND COMPLETE, SUCCESSFUL BIDDER SHALL CLEAN UP AND REMOVE FROM THE PREMISE ALL DEBRIS RESULTING FROM HIS WORK, AND SHALL ENSURE THAT ALL THE ITEMS FURNISHED ARE LEFT IN GOOD ORDER, CLEAN, AND PROPERLY INSTALLED.

46. **INSURANCE REQUIREMENTS OF CONTRACTORS**
THE CONTRACTOR SHALL PURCHASE, AND MAINTAIN FOR THE DURATION OF THE CONTRACT, INSURANCE AGAINST CLAIMS FOR INJURIES TO PERSONS OR DAMAGES TO PROPERTY WHICH MAY ARISE FROM OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK HEREUNDER BY THE CONTRACTOR, ITS AGENTS, REPRESENTATIVES, EMPLOYEES OR SUBCONTRACTORS. THE DURATION OF THE CONTRACT SHALL BE FROM THE INCEPTION OF THE CONTRACT UNTIL THE DATE OF FINAL PAYMENT. THE COST OF SUCH INSURANCE SHALL BE INCLUDED IN THE CONTRACTOR'S BID.

MINIMUM SCOPE AND LIMITS OF INSURANCE

1. **WORKERS COMPENSATION**
WORKERS COMPENSATION INSURANCE SHALL BE IN COMPLIANCE WITH THE WORKERS COMPENSATION LAW OF THE STATE OF THE CONTRACTOR'S HEADQUARTERS. EMPLOYERS LIABILITY IS INCLUDED WITH A MINIMUM LIMIT OF \$500,000 PER ACCIDENT/PER DISEASE/PER EMPLOYEE. IF WORK IS TO BE PERFORMED OVER WATER AND INVOLVES MARITIME EXPOSURE, APPLICABLE LHWCA, JONES ACT, OR OTHER MARITIME LAW COVERAGE SHALL BE INCLUDED AND THE EMPLOYERS LIABILITY LIMIT INCREASED TO A MINIMUM OF \$1,000,000. A.M. BEST'S INSURANCE COMPANY RATING REQUIREMENT MAY BE WAIVED FOR WORKERS COMPENSATION COVERAGE ONLY.
2. **COMMERCIAL GENERAL LIABILITY**
COMMERCIAL GENERAL LIABILITY INSURANCE, INCLUDING PERSONAL AND ADVERTISING INJURY LIABILITY, SHALL HAVE A MINIMUM LIMIT PER OCCURRENCE OF \$1,000,000 AND A MINIMUM GENERAL AGGREGATE OF \$2,000,000. THE INSURANCE SERVICES OFFICE (ISO) COMMERCIAL GENERAL LIABILITY OCCURRENCE COVERAGE FORM CG 00 01 (CURRENT FORM APPROVED FOR USE IN LOUISIANA), OR EQUIVALENT, IS TO BE USED IN THE POLICY. CLAIMS-MADE FORM IS UNACCEPTABLE.
3. **AUTOMOBILE LIABILITY**

AUTOMOBILE LIABILITY INSURANCE SHALL HAVE A MINIMUM COMBINED SINGLE LIMIT PER OCCURRENCE OF \$1,000,000. ISO FORM NUMBER CA 00 01 (CURRENT FORM APPROVED FOR USE IN LOUISIANA), OR EQUIVALENT, IS TO BE USED IN THIS POLICY. THIS INSURANCE SHALL INCLUDE THIRD-PARTY BODILY INJURY AND PROPERTY DAMAGE LIABILITY FOR OWNED, HIRED AND NON-OWNED AUTOMOBILES.

A. DEDUCTIBLES AND SELF-INSURED RETENTIONS

ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS MUST BE DECLARED TO AND ACCEPTED BY THE COLLEGE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DEDUCTIBLES AND SELF-INSURED RETENTIONS.

B. OTHER INSURANCE PROVISIONS

THE POLICIES ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:

1. GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGES

- a. THE COLLEGE, ITS OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS SHALL BE NAMED AS AN ADDITIONAL INSURED AS REGARDS NEGLIGENCE BY THE CONTRACTOR. ISO FORM CG 20 10 (CURRENT FORM APPROVED FOR USE IN LOUISIANA), OR EQUIVALENT, IS TO BE USED WHEN APPLICABLE. THE COVERAGE SHALL CONTAIN NO SPECIAL LIMITATIONS ON THE SCOPE OF PROTECTION AFFORDED TO THE COLLEGE.
- b. THE CONTRACTOR'S INSURANCE SHALL BE PRIMARY AS RESPECTS THE COLLEGE, ITS OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS. ANY INSURANCE OR SELF-INSURANCE MAINTAINED BY THE AGENCY SHALL BE EXCESS AND NON-CONTRIBUTORY OF THE CONTRACTOR'S INSURANCE.
- c. ANY FAILURE OF THE CONTRACTOR TO COMPLY WITH REPORTING PROVISIONS OF THE POLICY SHALL NOT AFFECT COVERAGE PROVIDED TO THE COLLEGE, ITS OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS.
- d. THE CONTRACTOR'S INSURANCE SHALL APPLY SEPARATELY TO EACH INSURED AGAINST WHO CLAIM IS MADE OR SUIT IS BROUGHT, EXCEPT WITH RESPECT TO THE POLICY LIMITS.

2. WORKERS' COMPENSATION AND EMPLOYERS LIABILITY COVERAGE

THE INSURER SHALL AGREE TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST THE COLLEGE, ITS OFFICERS, OFFICIALS, EMPLOYEES, AND VOLUNTEERS FOR LOSSES ARISING FROM WORK PERFORMED BY THE CONTRACTOR FOR THE AGENCY.

3. ALL COVERAGES

- a. COVERAGE SHALL NOT BE CANCELLED, SUSPENDED, OR VOIDED BY EITHER PARTY (THE CONTRACTOR OR THE INSURER) OR REDUCED IN COVERAGE OR IN LIMITS EXCEPT AFTER 30 DAYS WRITTEN NOTICE HAS BEEN GIVEN TO THE COLLEGE. TEN DAY WRITTEN NOTICE OF CANCELLATION IS ACCEPTABLE FOR NON-PAYMENT OF PREMIUM. NOTIFICATIONS SHALL COMPLY WITH THE STANDARD CANCELLATION PROVISIONS IN THE CONTRACTOR'S POLICY.
- b. NEITHER THE ACCEPTANCE OF THE COMPLETED WORK NOR THE PAYMENT THEREOF SHALL RELEASE THE CONTRACTOR FROM THE OBLIGATIONS OF THE INSURANCE REQUIREMENTS OR INDEMNIFICATION AGREEMENT.
- c. THE INSURANCE COMPANIES ISSUING THE POLICIES SHALL HAVE NO RECOURSE AGAINST THE COLLEGE FOR PAYMENT OF PREMIUMS OR FOR ASSESSMENTS UNDER ANY FORM OF THE POLICIES.
- d. ANY FAILURE OF THE CONTRACTOR TO COMPLY WITH REPORTING PROVISIONS OF THE POLICY SHALL NOT AFFECT COVERAGE PROVIDED TO THE AGENCY, ITS OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS.

C. ACCEPTABILITY OF INSURERS

ALL REQUIRED INSURANCE SHALL BE PROVIDED BY A COMPANY OR COMPANIES LAWFULLY AUTHORIZED TO DO BUSINESS IN THE JURISDICTION IN WHICH THE PROJECT IS LOCATED. INSURANCE SHALL BE PLACED WITH INSURERS WITH AN A.M. BEST'S RATING OF A-VI OR

HIGHER. THIS RATING REQUIREMENT MAY BE WAIVED FOR WORKERS COMPENSATION COVERAGE ONLY.

IF AT ANY TIME AN INSURER ISSUING ANY SUCH POLICY DOES NOT MEET THE MINIMUM A.M. BEST RATING, THE CONTRACTOR SHALL OBTAIN A POLICY WITH AN INSURER THAT MEETS THE A.M. BEST RATING AND SHALL SUBMIT ANOTHER CERTIFICATE OF INSURANCE AS REQUIRED IN THE CONTRACT.

D. VERIFICATION OF COVERAGE

CONTRACTOR SHALL FURNISH THE AGENCY WITH CERTIFICATES OF INSURANCE REFLECTING PROOF OF REQUIRED COVERAGE. THE CERTIFICATES FOR EACH INSURANCE POLICY ARE TO BE SIGNED BY A PERSON AUTHORIZED BY THAT INSURER TO BIND COVERAGE ON ITS BEHALF. THE CERTIFICATES ARE TO BE RECEIVED AND APPROVED BY THE AGENCY BEFORE WORK COMMENCES AND UPON ANY CONTRACT RENEWAL THEREAFTER.

IN ADDITION TO THE CERTIFICATES, CONTRACTOR SHALL SUBMIT THE DECLARATIONS PAGE AND THE CANCELLATION PROVISION ENDORSEMENT FOR EACH INSURANCE POLICY. THE AGENCY RESERVES THE RIGHT TO REQUEST COMPLETE CERTIFIED COPIES OF ALL REQUIRED INSURANCE POLICIES AT ANY TIME.

UPON FAILURE OF THE CONTRACTOR TO FURNISH, DELIVER AND MAINTAIN SUCH INSURANCE AS ABOVE PROVIDED, THIS CONTRACT, AT THE ELECTION OF THE COLLEGE, MAY BE SUSPENDED, DISCONTINUED OR TERMINATED. FAILURE OF THE CONTRACTOR TO PURCHASE AND/OR MAINTAIN ANY REQUIRED INSURANCE SHALL NOT RELIEVE THE CONTRACTOR FROM ANY LIABILITY OR INDEMNIFICATION UNDER THE CONTRACT.

E. SUBCONTRACTORS

CONTRACT SHALL INCLUDE ALL SUBCONTRACTORS AS INSURED UNDER ITS POLICIES OR SHALL BE RESPONSIBLE FOR VERIFYING AND MAINTAINING THE CERTIFICATES PROVIDED BY EACH SUBCONTRACTOR. SUBCONTRACTORS SHALL BE SUBJECT TO ALL OF THE REQUIREMENTS STATED HEREIN. THE COLLEGE RESERVES THE RIGHT TO REQUEST COPIES OF SUBCONTRACTOR'S CERTIFICATES AT ANY TIME.

F. WORKERS COMPENSATION INDEMNITY

IN THE EVENT CONTRACTOR IS NOT REQUIRED TO PROVIDE OR ELECTS NOT TO PROVIDE WORKERS COMPENSATION COVERAGE, THE PARTIES HEREBY AGREE THAT CONTRACTOR, ITS OWNERS, AGENTS AND EMPLOYEES WILL HAVE NO CAUSE OF ACTION AGAINST, AND WILL NOT ASSERT A CLAIM AGAINST, THE STATE OF LOUISIANA, ITS DEPARTMENTS, AGENCIES, AGENTS AND EMPLOYEES AS AN EMPLOYER, WHETHER PURSUANT TO THE LOUISIANA WORKERS COMPENSATION ACT OR OTHERWISE, UNDER ANY CIRCUMSTANCE. THE PARTIES ALSO HEREBY AGREE THAT THE STATE OF LOUISIANA, ITS DEPARTMENTS, AGENCIES, AGENTS AND EMPLOYEES SHALL IN NO CIRCUMSTANCE BE, OR CONSIDERED AS, THE EMPLOYER OR STATUTORY EMPLOYER OF CONTRACTOR, ITS OWNERS, AGENTS AND EMPLOYEES. THE PARTIES FURTHER AGREE THAT CONTRACTOR IS A WHOLLY INDEPENDENT CONTRACTOR AND IS EXCLUSIVELY RESPONSIBLE FOR ITS EMPLOYEES, OWNERS, AND AGENTS. CONTRACTOR HEREBY AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD THE STATE OF LOUISIANA, ITS DEPARTMENTS, AGENCIES, AGENTS AND EMPLOYEES HARMLESS FROM ANY SUCH ASSERTION OR CLAIM THAT MAY ARISE FROM THE PERFORMANCE OF THIS CONTRACT.

G. INDEMNIFICATION.

CONTRACTOR AGREES TO PROTECT, DEFEND, INDEMNIFY, SAVE AND HOLD HARMLESS, SOWELA TECHNICAL COMMUNITY COLLEGE, ITS OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS, FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, EXPENSES, AND LIABILITY ARISING OUT OF INJURY OR DEATH TO ANY PERSON OR THE DAMAGE, LOSS OR DESTRUCTION OF ANY PROPERTY WHICH MAY OCCUR, OR IN ANY WAY GROW OUT OF, ANY ACT OR OMISSION OF CONTRACTOR, ITS AGENTS, SERVANTS, AND EMPLOYEES, OR ANY AND ALL COSTS, EXPENSES AND/OR ATTORNEY FEES INCURRED BY CONTRACTOR AS A RESULT OF ANY CLAIMS, DEMANDS, SUITS OR CAUSES OF ACTION, EXCEPT THOSE CLAIMS, DEMANDS, SUITS, OR CAUSES OF ACTION ARISING OUT OF THE NEGLIGENCE OF SOWELA TECHNICAL COMMUNITY COLLEGE OR ITS OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS. SEE ATTACHED FORM.

H. NO THIRD PARTY BENEFICIARIES

BOTH BIDDER/CONTRACTOR AND THE COLLEGE UNDERSTAND AND AGREE THAT THE TERMS AND CONDITIONS OF THIS CONTRACT ARE NOT INTENDED TO NOR DO THEY CONFER ANY RIGHTS, BENEFITS, OR REMEDIES UPON ANY PERSON OR ENTITY OTHER THAN THE PARTIES HERETO.

47. BUILDER'S RISK INSURANCE

THE GENERAL CONTRACTOR SHALL PURCHASE AND MAINTAIN PROPERTY INSURANCE UPON THE ENTIRE WORK INCLUDED IN THE CONTRACT FOR AN AMOUNT EQUAL TO THE GREATER OF THE FULL – COMPLETED VALUE OR THE AMOUNT OF THE CONSTRUCTION CONTRACT INCLUDING ANY AMENDMENTS THERETO. THE GENERAL CONTRACTOR'S POLICY SHALL PROVIDE "ALL RISK" BUILDER'S RISK INSURANCE (EXTENDED TO INCLUDE THE PERILS OF WIND, COLLAPSE, VANDALISM/MALICIOUS MISCHIEF, AND THEFT, INCLUDING THEFT OF MATERIALS WHETHER OR NOT ATTACHED TO ANY STRUCTURE.) THE "ALL RISK" BUILDER'S RISK INSURANCE MUST ALSO COVER ARCHITECTS' AND ENGINEERS' FEES THAT MAY BE NECESSARY TO PROVIDE PLANS AND SPECIFICATIONS AND SUPERVISION OF WORK FOR THE REPAIR AND/OR REPLACEMENT OF PROPERTY DAMAGE CAUSED BY A COVERED PERIL NOT TO EXCEED 10% OF THE COST OF THOSE REPAIR AND/OR REPLACEMENTS.

FLOOD COVERAGE SHALL BE PROVIDED BY THE STATE OF LOUISIANA, AS THE COLLEGE, THROUGH THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP). THE CONTRACTOR WILL BE LIABLE FOR THE \$5,000 DEDUCTIBLE ON THE NFIP POLICY FROM THE NOTICE TO PROCEED DATE THROUGH THE NOTICE OF FINAL ACCEPTANCE DATE OF THE PROJECT.

A SPECIALTY CONTRACTOR SHALL PURCHASE AND MAINTAIN PROPERTY INSURANCE UPON THE SYSTEM TO BE INSTALLED FOR AN AMOUNT EQUAL TO THE GREATER OF THE FULL – COMPLETED VALUE OR THE AMOUNT OF THE CONTRACT INCLUDING ANY AMENDMENTS THERETO. THE SPECIALTY CONTRACTOR MAY PROVIDE AN INSTALLATION FLOATER WITH THE SAME COVERAGE AS THE "ALL RISK" BUILDER'S RISK INSURANCE POLICY.

THE POLICY MUST INCLUDE THE INTEREST OF THE COLLEGE, CONTRACTOR AND SUBCONTRACTORS AS THEIR INTEREST MAY APPEAR. THE CONTRACTOR HAS THE RIGHT TO PURCHASE COVERAGE OR SELF – INSURE ANY EXPOSURES NOT REQUIRED BY THE BID SPECIFICATIONS, BUT SHALL BE HELD LIABLE FOR ALL LOSSES, DEDUCTIBLES, SELF – INSURANCE FOR COVERAGES NOT REQUIRED.

POLICIES INSURING PROJECTS INVOLVING ADDITIONS, ALTERATIONS OR REPAIRS TO EXISTING BUILDINGS OR STRUCTURES MUST INCLUDE AN ENDORSEMENT PROVIDING THE FOLLOWING:

IN THE EVENT OF A DISAGREEMENT REGARDING A LOSS COVERED BY THIS POLICY WHICH MAY ALSO BE COVERED BY THE STATE OF LOUISIANA POLICY OF SELF – INSURANCE OR ANY COMMERCIAL PROPERTY INSURANCE POLICY PURCHASED BY THE STATE OF LOUISIANA, OFFICE OF RISK MANAGEMENT (ORM) COVERING IN EXCESS OF THE STATE OF LOUISIANA, POLICY OR SELF-INSURANCE, THIS COMPANY AGREES TO FOLLOW THE FOLLOWING PROCEDURE TO ESTABLISH COVERAGE AND/OR THE AMOUNT OF LOSS:

ANY PARTY TO A LOSS MAY MAKE WRITTEN DEMAND FOR AN APPRAISAL OF THE MATTER IN DISAGREEMENT. WITHIN 20 DAYS OF RECEIPT OF WRITTEN DEMAND, THIS COMPANY AND EITHER ORM OR ITS COMMERCIAL INSURANCE COMPANY SHALL EACH SELECT A COMPETENT AND IMPARTIAL APPRAISER AND NOTIFY THE OTHER OF THE APPRAISER SELECTED. THE TWO APPRAISERS WILL SELECT A COMPETENT AND IMPARTIAL UMPIRE. THE APPRAISERS WILL THEN IDENTIFY THE POLICY OR POLICIES UNDER WHICH THE LOSS IS INSURED AND, IF NECESSARY, STATE SEPARATELY THE VALUE OF THE PROPERTY AND THE AMOUNT OF THE LOSS THAT MUST BE BORNE BY EACH POLICY. IF THE TWO APPRAISERS FAIL TO AGREE, THEY SHALL SUBMIT THEIR DIFFERENCES TO THE UMPIRE. A WRITTEN DECISION BY ANY TWO SHALL DETERMINE THE POLICY OR POLICIES AND THE AMOUNT OF THE LOSS. EACH INSURANCE COMPANY (OR ORM) AGREE THAT THE DECISION OF THE APPRAISERS AND THE UMPIRE IF INVOLVED, WILL BE BINDING AND FINAL AND THAT NEITHER PARTY WILL RESORT TO LITIGATION. EACH OF THE TWO PARTIES SHALL PAY ITS CHOSEN APPRAISER AND BEAR THE COST OF THE UMPIRE EQUALLY.

48. PROGRESS PAYMENTS

THE FOLLOWING PAYMENT SCHEDULE SHALL APPLY: ON OR ABOUT THE FIRST DAY OF EACH MONTH NINETY PERCENT (90%) OF THE VALUE BASED ON THE CONTRACT PRICE, OF LABOR AND MATERIALS INCORPORATED IN THE WORK, AND OF MATERIALS SUITABLY STORED AT THE SITE THEREOF UP TO THE FIRST DAY OF THAT MONTH, AS ESTIMATED BY THE COLLEGE, LESS THE AGGREGATE OF PREVIOUS PAYMENTS AND UPON SUBSTANTIAL COMPLETION OF THE ENTIRE

WORK, A SUM SUFFICIENT TO INCREASE THE TOTAL PAYMENT TO NINETY PERCENT (90%) OF THE CONTRACT PRICE.

THE CONTRACTOR WILL BE REQUIRED TO PROVIDE A CLEAR LIEN CERTIFICATE FROM THE CALCASIEU PARISH CLERK OF COURT, A PROCESS THAT MAY TAKE AN AVERAGE 45 DAYS FOR FINAL PAYMENT.

49. GUARANTEE

IF WITHIN ONE YEAR AFTER THE DATE OF SUBSTANTIAL COMPLETION OR WITHIN SUCH LONGER PERIOD OF TIME AS MAY BE PRESCRIBED BY LAW OR BY THE TERMS OF ANY APPLICABLE SPECIAL GUARANTEE REQUIRED BY THE CONTRACT DOCUMENTS, ANY OF THE WORK IS FOUND TO BE DEFECTIVE OR NOT IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL CORRECT IT PROMPTLY AFTER RECEIPT OF A WRITTEN NOTICE FROM THE OWNER TO DO SO UNLESS THE OWNER HAS PREVIOUSLY GIVEN THE CONTRACTOR A WRITTEN ACCEPTANCE OF SUCH CONDITION. THE OWNER SHALL GIVE SUCH NOTICE PROMPTLY AFTER DISCOVERY OF THE CONDITION.

50. COPIES

PRINTED COPIES ARE NOT AVAILABLE FROM THE DESIGNER BUT ARRANGEMENTS CAN BE MADE TO OBTAIN THEM THROUGH MOST REPROGRAPHIC FIRMS. PLAN HOLDERS ARE RESPONSIBLE FOR THEIR OWN REPRODUCTION COSTS. QUESTIONS ABOUT THIS PROCEDURE SHALL BE DIRECTED TO THE DESIGNER.

51. ACCEPTANCE

WHEN CONTRACT WORK IS SATISFACTORILY COMPLETED AND ACCEPTED BY THE COLLEGE, A NOTICE OF ACCEPTANCE WILL BE EXECUTED AND FORWARDED TO THE CONTRACTOR FOR RECORDING WITH THE CLERK OF COURT IN THE PARISH IN WHICH THE WORK HAS BEEN PERFORMED AND CONTRACTOR SHALL FURNISH A CLEAR LIEN CERTIFICATE FROM THE CLERK OF COURT TO THE COLLEGE ALONG WITH A FINAL INVOICE FORTY-FIVE (45) DAYS AFTER RECORDATION OF ACCEPTANCE. FINAL PAYMENT OF TEN PERCENT (10%) WILL BE MADE AT THAT TIME.

SOWELA TECHNICAL COMMUNITY COLLEGE DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, GENDER, DISABILITY, OR AGE IN ITS PROGRAMS OR ACTIVITIES. THE FOLLOWING PERSON HAS BEEN DESIGNATED TO HANDLE INQUIRIES REGARDING THE NON-DISCRIMINATION POLICIES:

TITLE: COMPLIANCE OFFICE
ADDRESS: 3820 SEN J BENNETT JOHNSTON AVE, LAKE CHARLES, LA 70615
TELEPHONE NO: 337-421-6565 OR 800-256-0483
EMAIL: COMPLAINCEOFFICER@SOWELA.EDU

SIGNATURE PAGE

THIS SIGNED STATEMENT CERTIFIES THAT THE VENDOR NAMED BELOW HAS VISITED THE JOB SITE FOR BID 80880 AND IS FAMILIAR WITH ALL CONDITIONS SURROUNDING FULFILLMENT OF THE SPECIFICATIONS FOR THIS PROJECT.

VENDOR'S COMPANY NAME

STATE AGENCY NAME

VENDOR'S SIGNATURE

AGENCY'S SIGNATURE